

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

CALLOWAY LABORATORIES, INC.,

Plaintiff,

v.

Civil Action No. 15-11921-RGS

THOMAS GEISE and MICHAEL
RADER,

Defendants.

~~[PROPOSED] ORDER PLAINTIFF'S EMERGENCY
MOTION FOR TEMPORARY RESTRAINING ORDER~~

STEARNS, U.S.D.J.

Pursuant to Fed. R. Civ. P. 65(b), I find that Plaintiff has presented evidence that the Defendants, in violation of their contractual, fiduciary and other legal obligations to Plaintiff, have solicited Calloway's customers and/or employees and, by their conduct, have disclosed or threatened to disclose Calloway's Confidential Information. I further find that absent injunctive relief, the conduct of Defendants threatens to irreparably harm Calloway's goodwill with its customers and employees, as well as its Confidential Information.

Accordingly, Plaintiff's Emergency Motion for a Temporary Restraining Order is GRANTED and the following is entered as an ORDER of this Court:

- A. Defendants are IMMEDIATELY ENJOINED and RESTRAINED from engaging in any activity that competes, directly or indirectly with Calloway's business, including any business, service or product that was planned by Calloway during Defendants' employment with Calloway, and including any work for, or on behalf of, LifeBrite;
- B. Defendants are IMMEDIATELY ENJOINED and RESTRAINED from developing products or services competitive with those offered or, to either Defendant's knowledge, planned and budgeted to be offered by the Calloway;
- C. Defendants are IMMEDIATELY ENJOINED and RESTRAINED from soliciting, diverting or taking away, or attempting to solicit, divert or take away, or assisting or consulting with any third party in an attempt to solicit, divert or take away, the business or patronage of any clients, customers or accounts, of Calloway which were contacted, solicited or served by Calloway while either Defendant was employed or engaged by the Company;

- D. Defendants are IMMEDIATELY ENJOINED and RESTRAINED from recruiting, soliciting or hiring any Calloway employee, or inducing or attempting to induce any Calloway employee to discontinue his or her employment relationship with Calloway;
- E. Defendants are IMMEDIATELY ENJOINED and RESTRAINED from divulging, furnishing, making available, or using any Confidential Information obtained from Calloway (as that term is defined in the Agreements) without the written consent of Calloway;
- F. Each Defendant is REQUIRED to IMMEDIATELY return to Calloway all confidential and proprietary documents and information of any kind (whether in hard copy or electronic form and whether originals or copies) furnished to them by Calloway, or obtained or prepared by them while employed by Calloway, including all books, records, documents, client lists, and client or prospect contact information; and
- G. Each Defendant is REQUIRED to retain, and to not destroy or alter, all documents concerning their contacts and communications with Calloway's customers and prospective customers; all documents and data removed by the Defendants from Calloway; and all other

documents and data referenced in or relevant to this
Complaint.

It is SO ORDERED.


Richard G. Stearns
Richard G. Stearns
United States District Judge

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